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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CHANANNA WALKER, *an infant over the age of fourteen, by her M/N/G Chevie Shondel Walker, ANDREW JOHNSON, an infant over the age of fourteen, by his M/N/G Chevie Shondel Walker, CHEVIE SHONDEL WALKER, Individually,*

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 CV 846 (NG) (RER)

Plaintiffs,

-against-

THE CITY OF NEW YORK, JOHN AND JANE DOE 1
THROUGH 10, *individually and in their official capacities, (the names John and Jane Doe being fictitious, as the true names are presently unknown),*

Defendants.

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WHEREAS, plaintiff Chevie Shondel Walker commenced this action on behalf of her daughter Chananna Walker and her son Andrew Johnson, infants, by filing a complaint on or about February 28, 2007 alleging violations of certain of their federal and state rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff Chevie Shondel Walker has authorized her counsel to settle this matter on the terms set forth below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff Chananna Walker the sum of THIRTY THOUSAND DOLLARS (\$30,000) and plaintiff Andrew Johnson THIRTY THOUSAND DOLLARS (\$30,000) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of these sums, plaintiffs agree to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.
3. Plaintiff Chevie Shondel Walker shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Releases and Affidavits of No Liens on behalf of plaintiffs Chananna Walker and Andrew Johnson based on the terms of paragraph 2 above.
4. Settlement of this action is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court ("Settlement of Actions by or on Behalf of Infants or Incompetents,

Wrongful Death Actions, and Conscious Pain and Suffering Actions") and Rule 1207 et seq. of the Civil Practice Laws and Rules for the State of New York.

5. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.
6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
December 19, 2007

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SO ORDERED:

United States District Judge